

The Northern Virginia/Washington D.C. Campus

8000 Westpark Drive, Suite 125
McLean, Virginia 22102

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL-LOUIS UNIVERSITY
AND
DEFENSE ACQUISITION UNIVERSITY
March 18, 2005**

Introduction:

A Memorandum of Understanding formally recognizes that *National-Louis University (NLU)* and the *Defense Acquisition University (DAU)* will cooperate in providing educational opportunities for currently enrolled and potential students of each institution. This Understanding requires a commitment by both institutions to facilitate the transfer of DAU course credits that have been certified by the American Council on Education (ACE) toward National-Louis University degree or certificate programs without jeopardizing the intended mission and stated goals of either institution.

Purpose:

This Understanding is specifically designed to allow for maximum transfer of credit. This Understanding may be amended as needed for a specific program articulation without affecting the currency of the entire Understanding or all of the programs included in the Understanding. This Understanding covers NLU's Bachelor of Science in Management (BSM) and Bachelor of Science in Management Information Systems (BSMIS). National-Louis University and DAU agree to review the Understanding and relevant transfer tables annually. The DAU will designate an individual to serve as a liaison for the purpose of monitoring this Understanding. However, as this strategic partnership evolves and includes additional programs, the Understanding will be updated and revised accordingly. Additions will be reflected as an addendum to the basic Understanding.

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Transfer Features and Benefits:

1. Students from DAU will be admitted to National-Louis University based on satisfaction of admissions requirements stated in the National-Louis University Catalog.
2. All ACE credit from DAU will be reviewed for transfer into National-Louis University, not to exceed the maximum transfer for a specific degree program.
3. DAU courses eligible for transfer into the programs will be accepted by National-Louis University per ACE credit recommendations.

Services Provided:

- To DAU by National-Louis University:

1. National-Louis University will provide academic counseling services to DAU students seeking information on pursuing their degree with National-Louis University.
2. National-Louis University will make available to interested DAU students the degree plan/transcript evaluation, which is outlined in this articulation.
3. National-Louis University will show DAU as a partner on its website and other appropriate printed and electronic materials.
4. National-Louis University will provide updated catalogs annually upon availability to the liaison representative at DAU.

- To National-Louis University by DAU:

- DAU shall assist NLU in the distribution of information regarding transfer opportunities to DAU students.
2. DAU will place transfer information on the DAU homepage. DAU will update information on the homepage as changes occur.
 3. DAU will include NLU in on-site briefings to prospective students.
 4. DAU will provide National-Louis University an updated listing of all new ACE reviewed courses and the ACE recommendations annually, upon availability.
 5. DAU shall designate an individual to serve as a liaison for the purpose of monitoring this Understanding and notify NLU of the person's name and contact information in writing.

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Termination

The term of this Memorandum of Understanding shall commence on March 1, 2005, and continue until terminated in writing by either party provided that the terminating party delivers such notice of termination to the other party at least ninety (90) days in advance of said termination date. All reasonable efforts to ensure that existing students are not adversely impacted in completing their programs of study will be taken. Upon the tender of 90 days prior notice by either party of its intent to terminate the Understanding, every effort will be made by each respective party to complete the then-current program year. Notice will be delivered or sent to the parties' respective addresses and to the attention of the person set forth below.

Trademarks/Service Marks

NLU or DAU may use the other party's name or logo in published materials (i.e. website and catalog) to reference this Understanding. The content and text of all promotional information must be approved by each party prior to release. In addition to this, NLU also grants to DAU a nonexclusive license to use NLU's trademarks, service marks, trade names and logos (the "Marks") in any advertising, marketing or promotional materials in connection with DAU's marketing and promotion of Course-Related Products and/or the Services pursuant to this Understanding. DAU agrees to use the Marks only in a manner which reflects positively (in the discretion of NLU) on the good will of the Marks and shall submit said marketing and other promotional materials to NLU for prior written approval. NLU shall have a period of 10 days after receipt of the submitted material to approve or disapprove the submission. If NLU does not disapprove of the submission within the 10-day period, then the submission shall be deemed approved. Additionally, NLU shall have the right to withdraw its prior approval for any use of its Marks and in such event, DAU agrees to take any and all steps to cease use of the objected material. The licenses granted herein are personal, and shall not include the right of DAU to grant sublicenses to use the Marks.

Furthermore upon termination of this Understanding, DAU will promptly cease and desist its use of NLU's name, logo, mark or any other likeness in any and all written materials of any kind, and shall refrain from representing orally or in writing, that it is affiliated with NLU.

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Notification

All notices and other communications hereunder shall be in writing and shall be deemed to have been given as of the date of delivery. If mailed, notice shall be sent first class, postage prepaid, certified or registered mail, return receipt requested and becomes effective upon confirmed delivery. Notice will be delivered or sent to the parties' respective addresses and to the attention of the person set forth below.

If to National-Louis University (NLU):

Kathryn Tooredman, Ph.D.
Provost
National-Louis University
122 S. Michigan Avenue
Chicago, Illinois 60603
312-261-3970

Susan K. Shumate
Executive Director, Northern VA/D.C.
National-Louis University
8000 Westpark Drive #125
McLean, VA 22102
703-394-6901

If to Defense Acquisition University (DAU):

Wayne E. Glass
Professor, Systems Engineering, Logistics and Program Management
And Director for Strategic Partnerships
Defense Acquisition University
9820 Belvoir Road,
Fort Belvoir, VA 22060-5565
Phone: (703) 805-4480

No agreement concerning the transfer or exchange of any asset of either party is intended or implied by this memorandum. National-Louis University and DAU are separate and independent institutions of higher education and by this Understanding both will continue to operate as separate institutions. The administrators of National-Louis University and DAU are authorized to sign, prepare and implement plans of action and procedures necessary to effect this Understanding.

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IN WITNESS WHEREOF, the respective parties hereto have executed this Understanding.

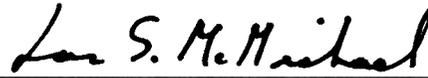
NATIONAL-LOUIS UNIVERSITY



Richard Magner
Dean, College of Management &
Business

Date: March 18, 2005

**DEFENSE ACQUISITION
UNIVERSITY**



James S. McMichael SES
Vice President

Date: March 18, 2005